

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of JAN 05 2018, _____ between:

The **NATIONAL ECONOMIC AND DEVELOPMENT AUTHORITY** (hereinafter called the "Entity") with address at NEDA-sa-Pasig Bldg., No 12 Saint Josemaria Escriva Drive, Ortigas Center, Pasig City, herein represented by its Undersecretary, **ROSEMARIE G. EDILLON**;

and

The **ALL-ASIAN CENTRE FOR ENTERPRISE DEVELOPMENT, INC. (ASCEND)**

(herein after called the "Consultant") with address at Unit 407 4/F CTP Alpha Tower, Investment Drive, Madrigal Business Park, Ayala Alabang, Muntinlupa City, through its President, **RODRIGO O. CELICIOUS**

WHEREAS, the Entity is desirous that the Consultant execute the **Consulting Services for the Study *An Analysis of the Causes of High Poverty Incidence in Relation to the GRDP Performance of Region XII over the period 2010-2015*** (hereinafter called "the Works") and the Entity has accepted the proposal/bid for **Six Million Two Hundred Eight-Five Thousand Pesos (PhP6,285,000.00)** by the Consultant for the execution and completion of such Consulting Services and the remedying of any defects therein.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be attached, deemed to form, and be read and construed as part of this Agreement, to wit:
 - (a) General and Special Conditions of Contract;
 - (b) Terms of Reference
 - (c) Request for Expression of Interest;
 - (d) Instructions to Proponents/Bidders;
 - (e) Proposal/Bid Data Sheet;
 - (f) Addenda and/or Supplemental/Bid Bulletins, if any;
 - (g) Proposal/Bid forms, including all the documents/statements contained in the Proponent's/Bidder's proposal/bidding envelopes, as annexes, and all other documents/ statements submitted (e.g., proponent's/bidder's response to request for clarifications on the

proposal/bid), including corrections to the proposal/bid, if any, resulting from the Procuring Entity's proposal/bid evaluation;

- (h) Eligibility requirements, documents and/or statements;
- (i) Performance Security;
- (j) Notice of Award of Contract and the Proponent's/Bidder's conforme thereto;
- (k) Other contract documents that may be required by existing laws and/or the Entity.

3. In consideration of the payments to be made by the Entity to the Consultant as hereinafter mentioned, the Consultant hereby covenants with the Entity to execute and complete the Consulting Services and remedy any defects therein in conformity with the provisions of this Consultant in all respects.
4. The Entity hereby covenants to pay the Consultant in consideration of the execution and completion of the Consulting Services, the Contract Price or such other sum as may become payable under the provisions of this Contract at the times and in the manner prescribed by this Contract.
5. The Consultant shall deliver to the Entity the following outputs in the form and number as well as within the timeline indicated herein:

Deliverables	Timeline
Inception Report (2 hard copies and an electronic copy), which includes, among others, the work plan that identifies in detail the survey design and procedures/processes/statistical tools to be utilized for the survey. An e-copy and hard format of the survey instrument/s shall be also submitted within this period, and pre-testing/refinement shall be also done.	Within three-fourths (3/4) month from receipt of the NTP
PSA-Approved Questionnaires	Within 3 months from receipt of NTP
Interim Report (2 hard copies and an electronic copy), which contains the mid-period progress report of the survey research. Any issue encountered during the conduct of the survey and data gathering shall be included.	Within 5 months from receipt of the NTP
Draft Final Report (2 hard copies and an electronic copy), which includes the (a) data dictionary; (b) details of survey methodology; and (c) descriptive summary analysis of the results of the survey to include the determination of the sectoral growth areas in the GRDP, identifying specific growth contributors and relating them with the factors that contribute to the increasing magnitude of the poor as identified in each area. Any issue encountered during the processing, tabulation and analysis of data shall be included.	Within 6.5 months from receipt of the NTP
Revised Final Report (4 hard copies and an electronic copy), which takes into account the final comments from NEDA XII's	Within 7.25 months

Research Project Team and includes the submission of the final dataset, and the conduct of presentation to the NEDA XII RPT.	from receipt of the NTP
Presentation of the Study Results to NEDA XII/ RSDC XII/RDC XII/stakeholders	Within 7.5 months from receipt of the NTP
Enhanced Final Report (30 hard copies and an electronic copy), which takes into consideration the comments and recommendations raised during the stakeholders' forum	Within 8 months from receipt of the NTP

6. The monthly progress report shall be the basis for payment of reimbursable items. Billing for the *reimbursable items* may be requested not more than once a month based on the actual expenses incurred and supported by official receipts/documents. In the absence of official receipts/documents when claiming for reimbursable costs, the Consulting Firm shall submit a certification of actual disbursements made under oath.
7. Billing for *non-reimbursable items/remuneration*, shall be in accordance with the following delivery schedule:

Deliverables	Payment Allocation
Upon acceptance of inception report	15%
Upon acceptance of interim report	30%
Upon acceptance of Draft Final Report and the compiled dataset	25%
Upon acceptance of report on the conduct of consultation with stakeholders	10%
Upon acceptance of the enhanced Final Report and final datasets, other documents, including the conduct of public or data dissemination forum and/or symposium	20%

8. This Contract shall not create an employer-employee relationship between Entity and Consultant nor shall the services rendered herein be considered as government service. The Consultant shall not be entitled to benefits enjoyed by the regular personnel of the government.
9. Any amendment to this Contract shall be made in writing signed by the Entity and the Consultant.
10. Should any dispute related to this Contract and/or rights of the Parties arise, the same shall be submitted to mutual consultation, mediation and arbitration, in the order of application. The venue of the proceedings shall be in Pasig City.

11. In case of a court suit, the venue shall be the courts of competent jurisdiction in Pasig City, to the exclusion of all other courts.


IN WITNESS whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

Signed by:


ROSEMARIE G. EDILLON


Undersecretary
NEDA National Development Office-
Policy and Planning
NEDA-sa-Pasig Building
#12 Saint Josemaria Escriva Drive
Ortigas Center, Pasig City

Signed by:


RODRIGO O. CELICIOUS

President
All-Asian Centre for Enterprise Development, Inc.
Unit 407 4/F CTP Alpha Tower
Investment Drive, Madrigal Business Park
Ayala Alabang, Muntinlupa City

Signed in the Presence of:


VERA B. VELEZQUEZ


EDGARDO S. ARANJUEZ II

ACKNOWLEDGMENT

Republic of the Philippines)

PASIG CITY

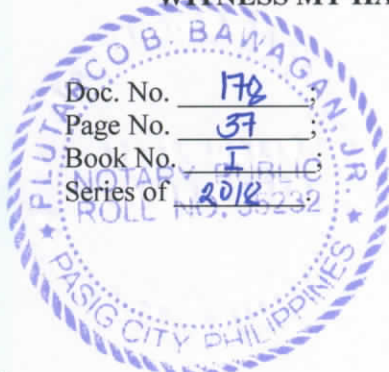
) S.S.

Before me this day of JAN 05 2018 in PASIG CITY, personally appeared:

Name	Any Government-Issued Identification Document	Date and Place of Issue
ROSEMARIE G. EDILLON In his capacity as Undersecretary, NEDA National Development Office- Policy and Planning NEDA-sa-Pasig Bldg. No. 12 Saint Josemaria Escriva Drive Ortigas Center, Pasig City	Philippine Passport No. 500133341	Issued 21 SEP 2017 / DFA Manila
RODRIGO O. CELICIOUS In his capacity as the President All-Asian Centre for Enterprise Development, Inc. Unit 407 4/F CTP Alpha Tower, Investment Drive, Madrigal Business Park Ayala Alabang, Muntinlupa City	DSCA ID NO. 50843	PANAGUA CITY

all known to me to be the same persons who executed the foregoing instrument consisting of four (4) pages, together with the documents deemed and construed part of the contract, including this page, on which this acknowledgment is written, duly signed by their instrumental witnesses, and who acknowledged to me that the same is their own free and voluntary act and deed as well as that of the entities which they represent.

WITNESS MY HAND on the date and place first hereinabove stated.



PLUTARCO B. BAWAGAN, JR.
Notary Public for and in Pasig City
30th Floor, Tycoon Center, Pearl Drive
Ortigas Center, Pasig City 1605
Commission No. 177 (2017-2018)
Attorney's Roll No. 35232
PTR No. 2495154; 01/10/17; Pasig City
IBP Lifetime No. 010398 RSM
MCLE Compliance No. V-0007923; 5/27/15